

Item #: 8

Prepared By: Richard Stieg

Commissioner: MALONE

Approved By: Kathy K. Johnson

**RESOLUTION TO AUTHORIZE THE SHELBY COUNTY MAYOR TO
EXECUTE A CONTRACT EXTENSION WITH PICTOMETRY, INC., FOR
AERIAL PHOTOGRAPHY AND SOFTWARE LICENSING FOR FY
2007/2008**

WHEREAS, The Shelby County Board of Commissioners, by resolution on April 25, 2005, approved the purchase of Pictometry software and associated aerial photography with a purchase price of \$408,088.00; and

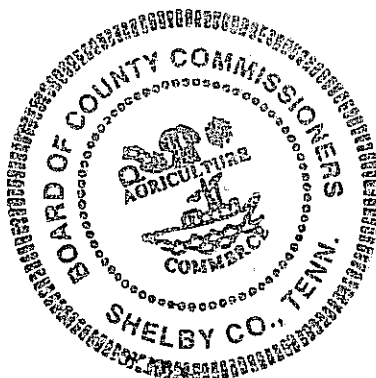
WHEREAS, Pictometry currently has an existing contract with the United States Government, Reference No. GSA-35F-0801N, in which the federal government has purchased aerial imaging and information at a discount of fifty (50%) percent; and


WHEREAS, It is in the County's best interest to procure new aerial photography every two years to maintain currency of data for users of the Pictometry system; and

WHEREAS, It is the desire of Shelby County Government to extend this existing contract for a two year period beginning July 1, 2007; and

WHEREAS, Funding for this project is a joint effort between Shelby County Government and the Cities of Memphis, Bartlett, Collierville, Germantown, Lakeland and Millington; as well as the Memphis and Shelby County Emergency 911 Board.

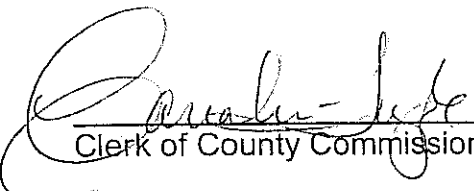
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Mayor is hereby authorized to execute the attached contract with Pictometry, Inc.




A C Wharton, Jr., County Mayor

Date: 1/29/07

ATTEST:


Clerk of County Commission

City of Memphis



DR. WILLIE W. HERENTON - Mayor
ROBERT LIPSCOMB - Chief Financial Officer
DIVISION OF FINANCE
ROLAND McELRATH - Director
Purchasing Agent
Jerome Smith

TENNESSEE

January 5, 2006

City Contract #21742

*Shelby County Government
160 North Main
Attn: Purchasing
Memphis, TN 38103*

Gentlemen:

*We are enclosing, herewith, an executed copy of a Negotiated Contract for:
Authorization to use Pictometry software for the Division of Executive.*

This copy is for your files.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jerome Smith".

*Jerome Smith
Purchasing Agent*

*cc: City Comptroller
Executive – Information Services*

RECEIVED
2006 JAN 17 PM 2:46
CONTRACTS ADMINISTRATION

**PICTOMETRY INTERNATIONAL CORPORATION
and Shelby County, TN**

**Authorized Subdivision
User Agreement**

The installation and use of this software is governed by a License Agreement between Pictometry and Shelby County ("Licensee"). To use this Software and the Pictometry Image Library you agree that you are an Authorized Licensee Subdivision and that you understand and will abide by the terms of the License Agreement.

"Authorized Users" shall mean such persons in the employ of Licensee, or in the employ of an Authorized Subdivision, as may be designated in writing by the Licensee from time to time to use and execute the Licensed Software on the designated computers. Licensee has agreed: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement. You agree that you are an Authorized User.

You agree that you will use the Software and Pictometry Image Library in the conduct of the operations of the Licensee and/or of the Authorized Subdivisions and to use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.

Further, the datasets delivered with the Pictometry Image Library (i.e. road centerlines, edge of pavement, railroads) have been copyrighted by the Shelby County GIS. The County GIS hereby reserves all rights thereto, and no portion of the products or datasets delivered may be reproduced in any form or by any means without the express written authorization of the County or its authorized agents. **The GIS data, whether in map or disk form can not be sold, or disseminated by the receipt party.**

I agree to hold harmless Shelby County, its employees, agents and personnel from liability for any and all damage or loss, whether direct, indirect or consequential which arise from this data or the use thereof by any person or entity. Independent verification of all information received should be obtained by any user.

I Agree: _____

A C Wharton, Jr, Mayor, Shelby County Government

Effective Date: _____

1/29/06

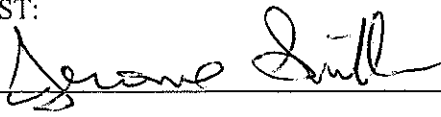
AUTHORIZED SUBDIVISION

CITY OF MEMPHIS

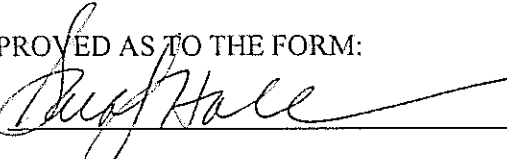
By: _____

Dr. W. W. Herenton, Mayor

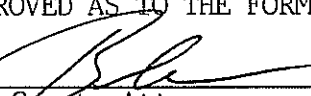
ATTEST:

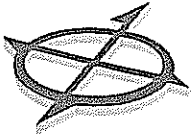
By: 
City Comptroller/Deputy Comptroller

APPROVED AS TO THE FORM:

By:  do
City Attorney

APPROVED AS TO THE FORM:

BY: 
County Attorney



Pictometry®
Visual Intelligence

CA070200

April 24, 2007

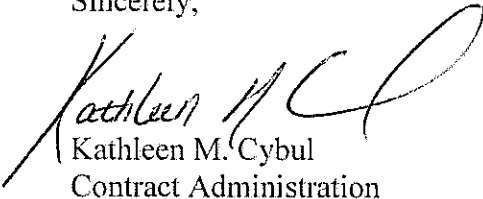
Ms. Bernita Poole
Shelby County Government
Contracts Administration
160 N. Main, Suite 550
Memphis, TN 38103

Dear Ms. Poole:

Enclosed you will find a copy of your fully executed License Renewal Agreement between Shelby County Government and Pictometry International Corp.

If you have any questions, please do not hesitate to call me (585) 486-0093.

Sincerely,


Kathleen M. Cybul
Contract Administration

Pictometry International Corp.

100 Town Centre Drive, Suite A • Rochester, New York 14623 • Toll Free: 888-771-9714 • Local: 585-486-0093 • Fax: 585-486-0098

E-mail: info@pictometry.com

Federal Task Order Form

Date Submitted: MARCH 28 2007

Date Due:

PO # Referenced:

Task Order #:

Ordering Information

Organization Name: SHELBY COUNTY ASSESSOR OF PROPERTY

Address: Assessor of Property
ATTN: LEMA KEBEDE
1075 Mullins Station Road

City, State, Zip: MEMPHIS, TN 38134

Contact: RICK STEIG @(901) 678.2470
rick.stieg@shelbycountyttn.gov

Phone Number: @(901) 678.2470
rick.stieg@shelbycountyttn.gov

Ship To Information

Organization: ☒ Same

Ship to Address: SAME

City, State, Zip: SAME

Contact: SAME

Phone Number: SAME

GSA: ☒ Yes ☐ No

Type: ☐ Out of Inventory ☒ Requires Flying

Comments:

REQUIRED ATTACHMENTS: Schedule A and Sector Map

my
3-28-07

SHELBY COUNTY TENNESSEE
1075 Mullins Station Road
Memphis, TN 38134
(901)379-7333
assessor@assessor.shelby.tn.us

16 OCT 2006

Mr. Michael Neary
Sr. VP Administration
Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

Dear Mr. Neary,

SHELBY COUNTY TENNESSEE (customer name) requests to renew and extend the terms and conditions of our License Agreement with Pictometry International Corp., dated February 2005 (date of original contract), for an additional TWO (2) (# of years of renewal) year period. Total cost of this two (2) year renewal is \$ 309,915.00 (which is the annual cost x 2 and includes any setup fees, media delivery fees, etc., as described in Schedule A attached).

Payment terms of this renewal are as follows:

TO BE PURCHASED OFF OF THE FEDERAL GSA GS-35F-0801N.

100% of fee 30 days after the library delivery

This renewal (check appropriate condition):

☐ includes an exact duplication of our original Schedule A and Sector Map, which are attached and initialed.

☒ includes a new Schedule A and Sector Map, which are attached and initialed.

All other terms and conditions remain the same.

Sincerely,

Shelby County Government (Customer Company)

By:

[Signature] (Authorized Customer Signature) 10-16-06 (Date)

A C Wharton, Jr. (Customer Printed Name)

Shelby County Mayor (Customer Title)

160 N. Main Suite 850 Memphis, TN 38103 (Customer Address)

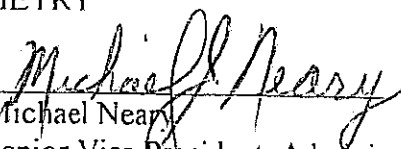
(901) 545-4500 (Customer Phone)

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
Contract Administrator/

PICTOMETRY

By:


Michael Neary

Senior Vice President, Administration

Date:

April 23, 2007

SCHEDULE "A"

1. The following products shall be delivered to SHELBY COUNTY ASSESSOR (Licensee") by Pictometry International Corp. The Licensee agrees to the purchase of this image library at or below the Pictometry International Corp. FEDERAL GSA GS-35F-0801N.

A. Licensed Images procured with a 11 megapixel camera. Community and Neighborhood Images will be taken when there is less than 30% leaf cover.

1. **Two-Way Community Images** covering 873 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 2 Oblique images.
 - b. 2 Oblique images taken from the opposite direction to (b) above.

14" Community Oblique Image Price = \$40.00 per sector x 873 Sectors = \$34,920

2. **Four-Way Neighborhood Images** covering 873 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 96 Oblique images. 16 each from four perpendicular directions.

4" Neighborhood Oblique Image Price = \$300 per sector x 873 Sectors = \$261,900

4' Neighborhood Orthos Image Price = \$15 per sector x 873 Sectors = \$ 13,095

3. Approximately 1 orthorectified mosaic tile per sector, at approximately a 6 inch pixel resolution, for the full County coverage area.

873 Ortho Sector Tiles = No Additional Charge

4. Images are to be delivered with an image size of approximately 3-5 MB.

A. US Census Bureau TIGER line files of County or a base map supplied by Licensee.

B. U.S.G.S Digital Elevation Models (DEMs) or Licensee DEMs in USGS standard format or in industry standard point shape file format.

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall conduct two End User orientation sessions of up to 25 people for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be Advanced User technical training for one group of up to 25 people using Licensee computers.
4. Telephone Support: Pictometry shall provide 10 hours of telephone support to the people who have completed the Advanced User technical training and who are individually identified by Licensee.

5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of installation, along with a copy of the updated documentation.
6. Image License Fee THREE HUNDRED NINE THOUSAND NINE HUNDRED FIFTEEN (\$309,915.00)
- This is the image license fee (annually) for the Images, Software, Documentation and support.
 - The initial duration of the License is two (2) years. At the end of the two year term, this license shall convert to a perpetual license with no additional cost to the Licensee.
 - The cost of the Images is fixed for a period of two (2) years from the date of the Licensee's original License Agreement with Pictometry, assuming the Images are taken at the same frequency.
 - After the initial two (2) years, the annual cost of the Images will not increase by more than 10% in any one subsequent year.
 - Licensee will have 30 days to review in order to accept the image library.
 - Pictometry will offer Licensee a 100% money back guarantee if the licensed products are not satisfactory for use by Licensee. Upon the return of the complete library and software, the total amount paid will be refunded to Licensee.
 - The Licensee will receive 7 copies of Change Analysis based upon the price of the renewal and the attendance at FUTUREVIEW. .
7. Storage Media. The original delivery media will be a storage device delivered by Pictometry and returned to Pictometry within 21 days.

Total Cost: The Pictometry image library will be purchased off of the FEDERAL GSA and does not require a deposit from Licensee for the image library. The Total Cost of this License Agreement is \$309,915.00 and will be paid in one single payment.

TOTAL Image License Fee	\$ 309,915.00
Delivery Media	\$ No Charge – to be returned to Pictometry
<u>Total</u>	<u>\$309,915.00</u>

8. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement.
9. Payment: The Licensee will purchase off of the FEDERAL GSA no deposit is required and the total balance due will be paid 30 days after delivery of the entire library. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

Payment Breakdown:

Balance due 30 days after delivery FEDERAL GSA: = \$309,915.00

10. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

11. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.

12. Support Services: Additional training and support services are available at the additional costs listed:

Products & Services	Price
At Implementation:	
-Additional user training sessions – End User or Advanced User.	\$500/session
Post Implementation Training:	
-At Licensee Location	
-End User or Advanced User.	\$500/session*
-At Pictometry	
-Advanced User	\$500/Person /Day
-Via the Internet	\$350/Session
Post Implementation Technical Support	
-Telephone Support for Licensee Support Contacts – 5 Hour Blocks	\$500
-On Customer Site	
-Senior Engineer - Per Hour, Min 8 Hr.	\$200 *
-Customer Support Engineer – Per Hour, Min 8 Hr.	\$125 *
Electronic Field Study Operations Manuals	
- Printed Manuals	\$50

* Plus meal, lodging and travel expenses

SCHEDULE "B"
Charges for Image Reproduction

1. All Licensed Images provided pursuant to this License Agreement are and shall remain the property of Pictometry International Corp. and shall contain Pictometry's copyright notices.
2. Reproductions of individual (or limited quantities of) Licensed Images using the Licensed Software, or reproduction or copying of the Licensed Images in any form by any other means by Licensee or an Authorized Subdivision thereof, shall be permitted for distribution to Licensee's or Subdivision's constituency.
3. Licensee may charge reproduction fees or no fees to the persons or entities receiving the Images.

SCHEDULE "C"
Digital Imagery Specifications (Approximate)

Community Oblique (Nominal 1½ Foot)

Footprint:

Front Line:	3,500 feet (1,066 meters)
Back Line:	7,000 feet (2,133 meters)
Front to Back:	6,900 feet (2,100 meters)

Resolution:

Front Line:	1.1 feet/pixel (0.33 meters/pixel)
Middle Line:	1.5 feet/pixel (0.45 meters/pixel)
Back Line:	2.2 feet/pixel (0.67 meters/pixel)

Community Orthogonal (Nominal 1 Foot)

Footprint:

2,640 x 2,640 feet (805 x 805 meters)

Resolution:

1 feet/pixel (0.30 meters/pixel)

Neighborhood Oblique (Nominal 6 Inch)

Footprint:

Front Line:	1,600 feet (488 meters)
Back Line:	2,400 feet (732 meters)
Front to Back:	2,200 feet (671 meters)

Resolution:

Front Line:	0.4 feet/pixel (0.12 meters/pixel)
Middle Line:	0.5 feet/pixel (0.15 meters/pixel)
Back Line:	0.6 feet/pixel (0.18 meters/pixel)

Neighborhood Orthogonal (Nominal 6 Inch)

Footprint:

1,650 x 1,100 feet (503 x 335 meters)

Resolution:

0.5 feet/pixel (0.15 meters/pixel)

Image format	Proprietary image trailer tacked onto industry standard image format. May be exported to industry standard formats.
Image Quality	Images will have an unobstructed view of the ground, however there may be occasional cloud shadows. In controlled airspace, around airports, etc., and in areas of rapid elevation changes the image footprint sizes and resolutions may vary.
Relative Image Accuracy	Approximately 5 meters or less over 1000 meters
Absolute Image Accuracy	Approximately 2-5 meters (Image location accuracies are subject to and dependant upon the accuracy and posting interval of the County Digital Elevation Models, especially in hilly terrain. This accuracy applies only to orthogonal and not oblique images. See note below.)
Sensor Positional Accuracy	15 cm absolute
Sensor Directional Accuracy	0.01 degrees absolute
	We utilize a Litton IMU (Inertial Measurement Unit – utilized in cruise missiles), a ground station post-corrected GPS, and Kalman filtering to achieve the high degree of positional and directional accuracy.
Ortho-rectification (Nadir Images only)	Geo-referenced square pixels The images will be ortho-rectified to back out the optical deviations of the capture system and then resampled, utilizing USGS DEM data (30-meter

postings or better if available from county), to produce square pixels on the ground.

Image Export

JFIF (JPEG), TIFF, GIF, BMP

With associated geography file for import into GIS

The proprietary image format can be directly read into GIS packages that can import JFIF files or the file can be converted to any of the above image formats. An associated geographic mapping file will be delivered with each orthogonal image for direct import into GIS.

Geo-data Export

delineated text files or ESRI shape files

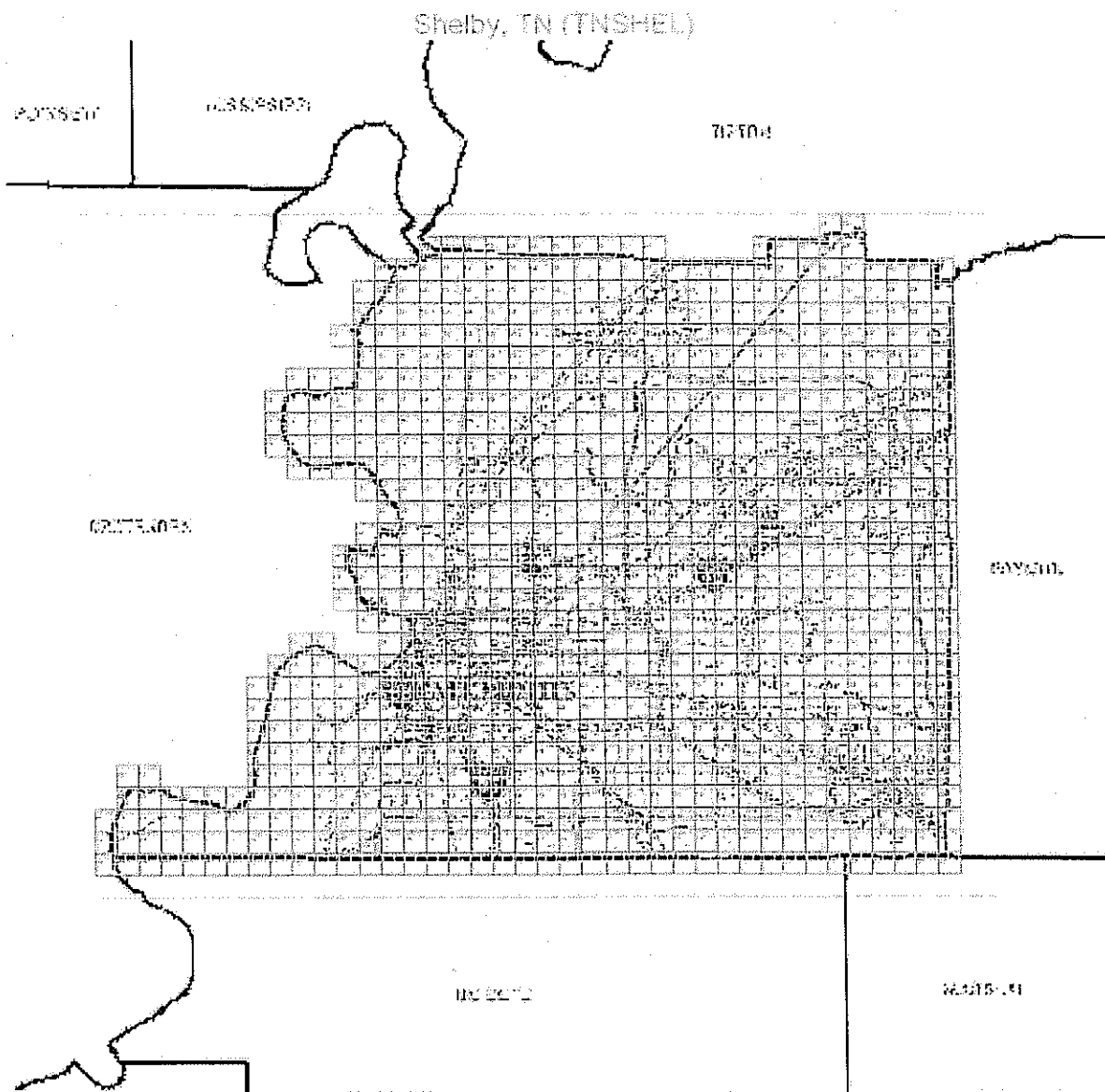
Geo-data may be exported as points, lines, poly-lines, or polygons to a delineated text file or ESRI shape file for import into GIS.

Image Tiling and Contours

In our standard package we do not tile the orthogonal images, nor create contours out of the stereo pairs. However, our orthogonal images are in a form that can support both these functions.

Notes

1. As of this date, the existing National Map Accuracy Standards focus on conventional analog aerial photography products. Research is currently underway by the major manufacturers of precision digital aerial mapping cameras to update the existing specifications to be more compliant with digital aerial mapping standards.
2. It should be noted that many of the applications identified by Licensee agencies do not require high levels of accuracy, such as 911, Police, Economic Development, etc. For those that have this requirement, it can be achieved post delivery through the use of third party engineering and surveying software packages which allow orthophoto images to be rectified to existing monumentation and ground control data.
3. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, e.g. building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views and height measurements, etc. afforded by the oblique images and the coordinate accuracy afforded by the orthogonal images.



3-19-07

SCHEDULE "E"

Pictometry Economic Alliance Partnership

1. Benefits

- A Imagery** – with Pictometry's EAP program the Licensee shall keep its imagery forever and Pictometry shall continue to provide the benefits listed below.
- B Revenue Share Opportunities for Licensee** (all revenue to be applied as credits toward Licensee's renewal):
 - a. If Pictometry sells the Licensee's Library to the Federal government, Licensee will receive a License Renewal Credit equaling 10% of that sale.
 - b. For any sales made through Pictometry Online (when linked from the Licensee's website) Licensee will receive a License Renewal Credit equaling 20% of the Pictometry Online image sale "OR" for any sales made when linked from Licensee's website – to Microsoft's Map Program, Licensee will receive a License Renewal Credit equaling 50% of the image sale (this 50% applies to any and all sales of Licensee's Images on MapPoint).
- C Hurricane Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee's coverage area that has been affected by level II-V Hurricanes at no additional cost to Licensee.
- D Earthquake Damage Coverage** – Pictometry shall image and quickly deliver imagery of up to 200 square miles of Licensee's coverage area that has been declared a national disaster by the Federal Government at no additional cost to Licensee.
- E Tornado Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee's coverage area that has been affected by level F4 and above Tornados at no additional cost to Licensee.
- F Terrorist Damage Coverage**– Pictometry shall image damage due to terrorism up to 200 sq miles at no additional cost to Licensee.
- G Software Installation and Maintenance Costs** - Pictometry shall provide Licensed Software to Licensee at no charge for software and no charge for maintenance.
- H Marketing** – Pictometry shall (only at your written direction) market Licensee's GIS layers and share the revenue with Licensee on a 50/50 basis.
- I Consumer Revenue Generator** – Pictometry shall market Licensee's imagery on the internet to consumers and rebate Licensee on a 50/50 basis in the form of credits toward future License Renewals.